

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
SOUTH COAST FIRE EQUIPMENT INC.  
FOR FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND  
SUPPLIES**

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**I. RECITALS**

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell (Agency) issued a request for proposals for the procurement of Firefighting Apparatus, with Related Equipment, Accessories and Supplies identified as Sourcewell RFP #022818-PMI (RFP), by posting the solicitation on Agency's website and by advertising in nine newspapers of general circulation over 30 days before the bid or proposal was due.

C. On April 16, 2018, based on the results of the competitive process, Agency awarded a contract with Pierce Manufacturing Inc., (Proposer) and executed the Firefighting Apparatus, with Related Equipment, Accessories and Supplies agreement with Proposer, identified as Sourcewell contract #022818-PMI (Agency Agreement), attached as Exhibit 1; and

D. On October 9, 2019, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Proposer has agreed to provide to the City, through its authorized dealer South Coast Fire Equipment Inc. (Contractor), the same pricing offered to Agency for Firefighting Apparatus, with Related Equipment, Accessories, and Supplies consistent with the terms and conditions in the Agency Agreement except as modified herein.

**II. GENERAL PROVISIONS**

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through April 16, 2022, with up to an additional one (1) year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty

(30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Contractor, or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. Jurisdiction and Venue. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

### III. CONTRACT ADMINISTRATOR

1. Contract Administrator. The Fleet Operations Department is the Contract Administrator for the purposes of this Contract.

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department, Attention: Raymond Falcon  
1200 Third Ave, Suite 200, 56P  
San Diego, Ca 92101  
[RFalcon@sandiego.gov](mailto:RFalcon@sandiego.gov)  
(619) 236-6037



Fleet Operations Department, Attention: Matthew Cleary  
2740 Caminito Chollas  
San Diego, CA 92105  
Email: MCleary@sandiego.gov  
Phone Number: 619-527-7577

#### IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$58,500,000.00. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

#### V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits, the RFP, the Proposer Questionnaire and Exceptions to Proposal, Terms, Conditions, and Solutions Request, which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> This Contract  
2<sup>nd</sup> Agency Agreement  
3<sup>rd</sup> Proposer's Response to Solicitation, including:  
Proposer Questionnaire, and  
Exceptions to Proposal, Terms, Conditions, and Solutions Request  
4<sup>th</sup> Agency's RFP and any addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

~~South Coast Fire Equipment Inc.~~  
(a Pierce Manufacturing Inc. Authorized Dealer)

By: [Signature]

Name: Kevin M. Newell

Title: President

Date: November 22, 2019

~~THE CITY OF SAN DIEGO~~

By: [Signature]

Name: Rolando Charrel

Title: CFO

Date: 7/30/20

Approved as to form this 6<sup>th</sup> day of  
May, 2020.

MARA W. ELLIOTT, City Attorney

By: [Signature]

Deputy City Attorney

Print Name: ERIC POOCH

RR-312950

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**EXHIBIT 1: AGENCY AGREEMENT**

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**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: PIERCE MANUFACTURING INC.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page  | Term, Condition, or Specification     | Exception  | NJPA ACCEPTS             |
|---|---------------------------------------|--|--------------------------|
| P.26 / 7.12   | Trade In value negotiated with Vendor | Trade In would be negotiated with the Pierce Dealer.   | Accept.                  |
| P.17 / 5.45   | Shipping Charges                      | Shipping Charges not included in the base specification pricing  | Accept as clarification. |
| p.22 / 6.23.1   | Commercial General Liability          | Each authorized Pierce Dealer is responsible for General Liability and Pierce Manufacturing Inc. will provide Product Liability and Umbrella/Excess Liability Insurance. | Accept.                  |
| <b><u>PRODUCT LIABILITY INSURANCE</u></b><br>The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability Insurance:<br>Each Occurrence: \$1,000,000<br>Products/Completed Operations Aggregate: \$1,000,000<br><br><b><u>UMBRELLA/EXCESS LIABILITY INSURANCE</u></b><br>The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:<br>Each Occurrence: \$25,000,000<br>Aggregate: \$25,000,000 |                                       |  |                          |
| p.23 / 6.26   | Subcontractors                        |  | Reject.                  |

Proposer's Signature: \_\_\_\_\_

Date: 2/26/18

**NJPA's clarification on exceptions listed above:**



Contract Award  
RFP #022818

FORM D



Formal Offering of Proposal  
(To be completed only by the Proposer)

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: PIERCE MANUFACTURING INC.

Date: FEBRUARY 19, 2018

Company Address: 2600 AMERICAN DRIVE

City: APPLETON

State: WI

Zip: 54914

GE Code/Duns & Bradstreet Number: 00-807-0445

Contact Person: MICHAEL E. PACK

Title: VICE PRESIDENT, FINANCE, FIRE & EMERGENCY

Authorized Signature:

A handwritten signature in blue ink, appearing to read "Michael E. Pack", is written over a horizontal line.

MICHAEL E. PACK  
(Name printed or typed)

**FORM E****CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 022818-PMI

Proposer's full legal name: Pierce Manufacturing Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-PMI

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Pierce Manufacturing Inc.

Authorized Signatory's Title VP Finance

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Michael E Pack  
(NAME PRINTED OR TYPED)

Executed on April 20, 2018

NJPA Contract # 022818-PMI



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

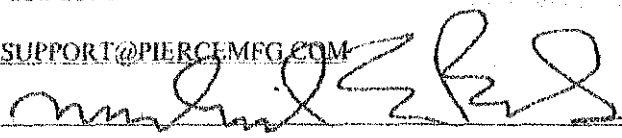
Company Name: PIERCE MANUFACTURING INC

Address: 2600 AMERICAN DRIVE

City/State/Zip: APPLETON, WI 54914

Telephone Number: 920-832-3000

E-mail Address: SALESSUPPORT@PIERCEMFG.COM

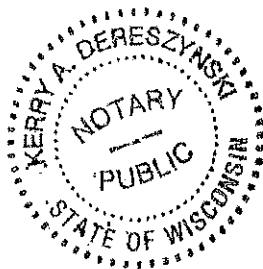
Authorized Signature: 

Authorized Name (printed): MICHAEL E. PACK

Title: VICE PRESIDENT, FINANCE, FIRE & EMERGENCY

Date: FEBRUARY 19, 2018

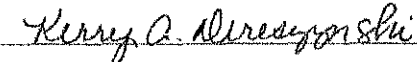
Notarized



Subscribed and sworn to before me this 26<sup>th</sup> day of February, 2018

Notary Public in and for the County of Winnebago State of Wisconsin

My commission expires: 9/15/21

Signature: 



**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: **PIERCE FINANCIAL SOLUTIONS INC.**

Questionnaire completed by: **CHRISTINA SPANG**

**PAYMENT TERMS & FINANCING OPTIONS**

**1) What are your payment terms (e.g., net 10, net 30)?**

All Pierce apparatus are sold through the authorized Pierce dealers.

Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer.

**2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use to make certain acquisitions?**

The same logic behind our custom chassis applies to our financial services. Take for example the department, not the other way around. Through the Pierce Financial Solutions program, PNC Equipment Finance provides the industry's most extensive line of lease plans for fleet replacement. With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce.

**Lease Purchase Plan**

With a lease purchase plan, you can purchase the apparatus gradually over time. This allows you to use available capital for operations or other needs. At the end of the lease, you can purchase the apparatus for just \$1. Terms for this plan range from 2 to 15 years (10 years for apparatus with commercial chassis).



**Choose a lease purchase if:**

You prefer ownership of the apparatus and need to spread capital costs over time.

**Turn-In Lease Plan**

The turn-in lease plan contains a "balloon payment" for the estimated resale value of the apparatus at the end of the lease. A department has two options at lease term:

1. Purchase the apparatus by paying off or refinancing the "balloon payment."
2. Return the apparatus to Pierce and lease a new Pierce apparatus (Pierce pays off the "balloon payment").

Terms for this plan range from 2 to 10 years. This lease contains mileage and apparatus condition provisions, with 10,000 and 15,000 annual mileage options available.



**Choose a turn-in lease if:**

You want to pay for the use of the apparatus over the lease term and need a flexible, cost-effective fleet management program.

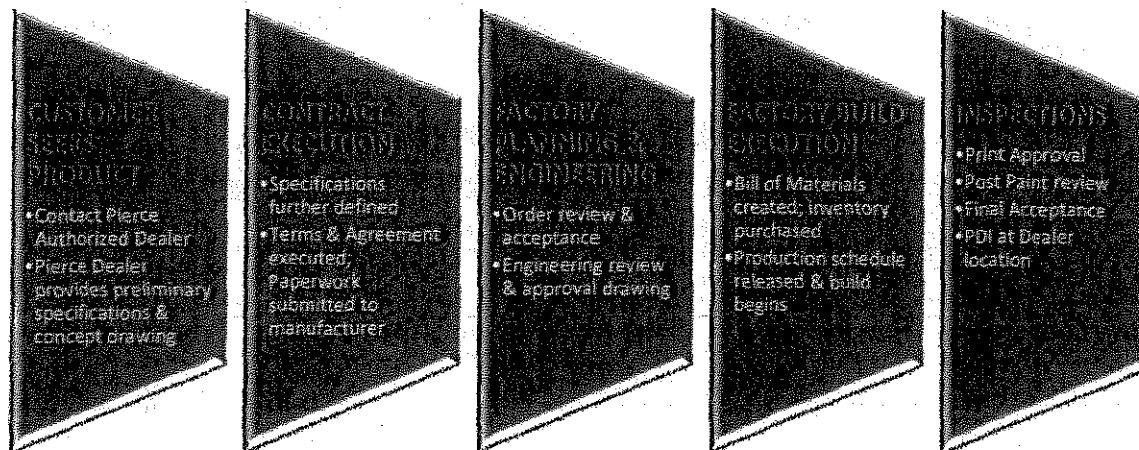
**Program Benefits**

- All departments qualify
- Highly competitive tax-exempt interest rates
- 100% financing with no documentation fees
- Flexible payment plans
- One year deferred payment plans
- Prepay program that lowers payments while eliminating interest rate risk
- Dedicated Account Executive to assist you through the entire financing process

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The Pierce authorized dealer will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network, as well as generate the quarterly required reports sent direct to the contracting agency.

Pierce requests to provide all reports to NJPA for a sale source contact along with all payments on behalf of our Pierce dealers to NJPA. This provides ease for all parties involved.



- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

NO

## WARRANTY

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Please list the manufacturer's warranty each piece of manufactured equipment is to the original and used purchaser of each item periods stated below from the date of delivery.

The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship and assembly design. This warranty shall apply provided the vehicle is properly maintained.

Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting from the use or failure of the product except as covered by Product Liability Insurance.

| COMPONENT             | WARRANTY       | COMPONENT                            | WARRANTY           |
|-----------------------|----------------|--------------------------------------|--------------------|
| Cab & Chassis         | 1 YEAR         | Apparatus Body - parts and labor     | 1 YEAR             |
| Chassis frame rails   | LIFETIME       | Apparatus Body - paint               | 10 YEARS PRO-RATED |
| Engine                | MANUFACTURER'S | Apparatus Body - structural          | 10 YEARS           |
| Transmission          | MANUFACTURER'S | Aerial Device - structural           | 10 YEARS           |
| Fire Pump             | MANUFACTURER'S | Aerial Device - hydraulic components | 3 - 5 YEARS        |
| Fire Pump Panel Gauge | 1 YEAR         | Aerial Device - parts and labor      | 1 YEAR             |
| Water Tank            | LIFETIME       | Aerial Device - waterway             | 1 YEAR             |

The Manufacturer's warranty shall not apply to the following:

- Wear items
- Normal adjustments and maintenance services
- Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer
- Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability.
- Items subjected to misuse, negligence, accident, or improper maintenance
- Loss of time or use of the product, if convenience or other incidental expenses

The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.

All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.

<< WARRANTY SAMPLE LISTING ENCLOSED >>



- Do your warranties cover all products, parts, and labor?

Our one-year bumper-to-bumper warranty covers all product, parts and labor.  
 See the basic warranty certificate attached for review.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do have some base and extended warranties that have mileage limitations set to them.  
 Examples of base warranties are our structural warranties which carry a 100,000-mile limit.  
 Extended warranties carry various mileage limits based on the specific coverage.  
 Paint warranties are prorated based on age of the unit.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Pierce Manufacturing Inc. and our authorized Dealers pride ourselves on our ability to service and support our product wherever it may be located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Major components installed but not manufactured by Pierce are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles.

#### Component Warranties

In some cases, suppliers will offer warranties beyond the Pierce one-year Warranty. Warranties provided by individual suppliers other than Pierce apply after the one-year vehicle warranty. Pierce does not administer all individual supplier warranties and per the supplier are to be addressed directly with the supplier themselves.

- What are your proposed exchange and return programs and policies?

Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer.

#### Aftermarket Parts Warranty

Pierce warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only.

#### Return of Defective Parts

If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.

### 6) Describe any service contract options for the items included in your proposal.

Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.

No service contracts are included in this proposal.

## PRICING, DELIVERY, AUDITS, & ADMINISTRATIVE FEE

### 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska.

Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products, Aerial products, Rescue products, Tanker products, and Specialty vehicles.

#### CUSTOM AND COMMERCIAL PUMPER PRODUCTS

Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.

#### AERIAL PRODUCTS

Aerial products include ladders, platforms, and lifts. These provide ladder lengths ranging from 61' - 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.

#### RESCUE PRODUCTS

Rescue products will include commercial and custom chassis offerings along with a walk-in or over-the-shoulder style.

The configuration capabilities vary but includes capacity to integrate complex A/V network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.

#### TANKER PRODUCT

Tanker products offer a clear role of water transport and on-the-spot firefighting. Pierce offers Electrical Tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam, and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.

#### SPECIALTY VEHICLES

Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini-pumper to a Wildland Type III vehicle.

### 8) Describe your pricing model (e.g., line-item discounts or product-category discounts).

The pricing model that Pierce is applying in this RFP will be the combination of line item pricing for the base specifications outlined in detail following and a percentage discount for catalog options.

The combination approach best suits the end user/M/PA member as it provides an easy to understand price for the base model product that they are seeking while providing them the extensive array of options to add to customize the apparatus to their specific needs, regional requirements, and technology needs.

The volume of options Pierce offers (over 140,000 and growing) does not make it user friendly or in the best interest of Pierce to publish. Pierce has manufactured over 62,000 fire apparatus and the majority are unique compared to the next.

The combination approach provides a basis to start with a published contract price with the flexibility to customize options with an established discount.

Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The Line Item Pricing items are provided in an attached Excel document identified as follows:

- Product Category
- Identification ID#
- Product Description
- Product Attributes
- List Price
- Line Item (Contract) Price

The Percentage Discount items are applicable to the unpublished options added to the published base specification with a discount of 5.5% off List.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The pricing presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options.

- 10) The pricing offered in this proposal is

\_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

\_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

**Multi-Unit Purchase Discount:**

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case by case basis.

**Pre-Payment Discount**

Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.

#### Payment & pricing options

**Chassis Progress Payment Discount:** Discount of approximately 2.5% to 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP ready to pick up from the factory date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of \$6,621.00. This discount is not available for Commercial chassis products.

**Assembled Device Progress Payment Discount:** Discount of approximately 1.5% to 2% of the actual device price is offered if an assembled device progress payment is made two (2) months prior to the RFP ready to pick up from the factory date. Example: Assembled device progress payment in the amount of \$310,385.00 could earn a discount of \$6,207.00.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

#### Pre-Delivery Expenses

Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.

- Factory inspection trips
- Weekly training, both phone and on-site reports
- Orientation DVD specific to your apparatus
- Loose Equipment
- Engine and/or transmission diagnostic software
- Loose equipment (over market items) such as but not limited to: monitors, hose, lighting system, radio equipment, and rescue tools and equipment
- Pre-delivery service consisting of basic fluids and filters
- Custom fair option for tool mounting and communication equipment
- Other items as requested by customer and deemed sourced or open market

Sales and other taxes are not included as is any license or title fees are also not included.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

#### Transportation Expenses

Prices quoted in RFP #022815 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in your area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near your location, the apparatus may be delivered directly to your facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary from as low as \$1,000.00 to as high as \$15,000.00 or more if flatbed, barge or container ship transport is required.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping and delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the first destination and then wrapped for cargo boat transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required.

Shipping within the 49 US states shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NONE

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

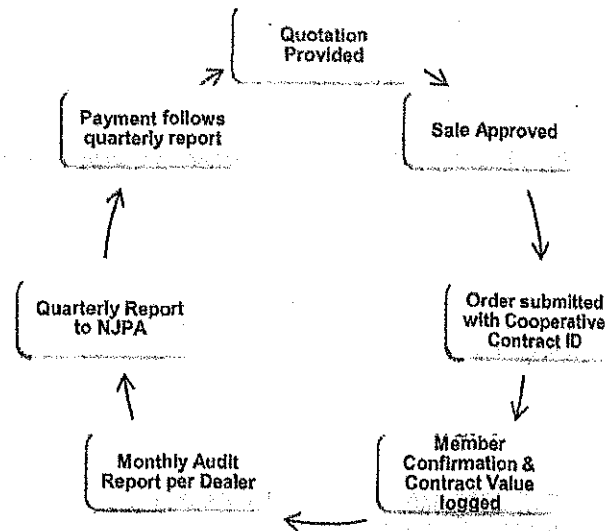
Pierce takes pride in upholding the integrity of the programs and contracts we participate in.

System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.

All base specifications have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.

The process (to the right) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved.

Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process.



18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

The Administrative Fee that Pierce will pay to NJPA for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate contract.



## INDUSTRY SPECIFIC QUESTIONS

- 19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.

### CERTIFIED ISO 9001

Pierce Manufacturing was the first single structure manufacturer of industrial air products in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification – which covers all aspects of our business, from engineering and manufacturing to customer service.

### CERTIFIED IA/ULC

NFPA 1901 ULC Certification & UL Canada (ULC) Certification

Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901 2009 edition and ULC listed to Canada ULC-5515 Q4 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.

- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”

### Pierce Master Technician Program

The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EIT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce currently has 187 Master Technicians certified and others in the program.

- 21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Pierce uses high quality materials with unique designs to provide the best fire apparatus in the industry.

- 22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

The average life cycle of a Pierce apparatus can be 20-25 years or more depending on the miles and hours of the apparatus. The track record of Pierce apparatus has also been known to be higher than other manufacturers.

- 23) State whether your proposal includes the sale of “demo” units and describe the process related to offerings of demo units, if applicable.

Stock fire apparatus are an important part of our business allowing for quick deliveries, emergency purchases, site needs and competitive bids with shortened lead times.

Pierce offers a Stock Program based off what is currently being sold. These will be well configured/optimized units that are configured by Pierce.

Pierce dealers can search the internal Stock Truck listing in Pulse to see Product Details - Body, Chassis, and description, Price, Sales Drawing Photos (if unit is complete). NFPA customers can also visit [www.piercemfg.com](http://www.piercemfg.com) to view Stock Trucks.

The Stock Program may offer different promotions throughout the year dependent on the products available and would be submitted as the Hot List pricing using the NFPA Price and Product Change form.

Signature:

Date:

2/26/18

**EXHIBIT 2:  
MODIFICATIONS TO THE AGENCY AGREEMENT**

1. **References.** All references to "Sourcewell" in the Agency Agreement shall mean and be understood to be "City of San Diego." All references to "Pierce dealer" or "Pierce authorized dealer" in the Agency Agreement shall mean and be understood to be "South Coast Fire Equipment Inc."

2. **Additions to the Agency Agreement.** The following sections are added to the end of Section 8, General Terms and Conditions, on page 34 of the Agency agreement:

**R. CITY MANDATED CLAUSES AND REQUIREMENTS.**

8.45 By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City mandated clauses and requirements throughout the duration of the Contract.

8.46 **Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

8.47 **ADA Certification.** Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

8.48 **Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

8.49 **Business Tax Certificate.** Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy of its Business Tax Certificate to the City before a Contract is executed.

8.50 **Product Endorsement.** Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

**S. VEHICLE EQUIPMENT REQUIREMENTS**

8.51 **Registration and License Plates.** The Contractor shall obtain the exempt registration and license plates. The legal registration title shall be as follows:

City of San Diego  
Fleet Operations Department  
2740 Caminito Chollas  
San Diego, CA 92105  
City Equipment I.D. No. \_\_\_\_\_

8.52 Prior to applying for Exempt "E" license plates, the Contractor shall contact the Department Contract Administrator at (619) 527-7577 to obtain a City of San Diego Equipment identification number for each vehicle/equipment. This number must appear on the final registration certificate.

8.53 A photocopy of the registration card shall be inserted in the registration holder and each holder shall be attached inside the equipment. The location and method of attachment of the registration holder to the equipment shall be approved by the Fleet Manager prior to installation.

8.54 The original registration card shall be included with the warranty documents upon delivery of each unit to the City. These documents shall be contained in a document delivery envelope.

8.55 The license or identification plates shall be installed prior to delivery of each unit.

8.56 Keys. All locks on a delivered vehicle shall be operable with one (1) key. Four (4) sets of keys for each vehicle shall be provided upon delivery. Key codes shall be furnished for all equipment delivered.

8.57 Manuals. One (1) set each of the following manual(s) shall be provided for each type of equipment upon delivery:

- a. Operation Manual
- b. Parts Manual
- c. Maintenance Manual

8.58 Equipment Line Sheet. Contractor shall provide, upon delivery of each unit, a copy of the factory/OEM line sheet indicating parts identification particular to the delivered unit.

8.59 Detail for Diesel Engines Only. The following additional information shall appear on either the line sheets or invoices for equipment delivered under this contract that are powered by diesel engines:

- a. Engine Manufacturer
- b. Engine Serial Number
- c. Engine Family Number or CPL Number
- d. Engine Model Number
- e. Year engine was manufactured

8.60 Labels. All signs and labels required by U.S. Department of Transportation (DOT) and California Occupational Safety and Health Administration (Cal-OSHA) and the American National Standards Institute (ANSI) shall be affixed Code Compliance. All equipment delivered under these specifications shall comply with all

applicable provisions of the most recent California Vehicle Code, DOT regulations, and Cal-OSHA regulations.

**T. DELIVERY AND INSPECTION**

8.61 **Right to Pre-Inspection.** City reserves the right to pre-inspect any equipment at Contractor's authorized dealership before delivery. Pre-inspection terms should be arranged at the time of Contractor's advance notice of delivery.

8.62 All equipment deliveries shall be FOB destination, freight added, to:

City of San Diego  
Fleet Operations Department  
2740 Caminito Chollas, San Diego, CA 92105

8.63 To optimize the City's labor requirements, all new equipment deliveries shall be scheduled in advance. Contractor, upon receipt of City Purchase Order and prior to submittal of factory order, shall contact the Fleet Manager at (619) 527-7577 to establish delivery intervals. Delivery time is Monday through Friday, 10:00 a.m. to 3:00 p.m.

8.64 The City will not pay for any equipment that is not delivered as specified in the bid. Conformity to equipment specification and the subsequent equipment acceptance date will be determined by the Fleet Manager at (619) 527-7577. Payment terms will be based on date of acceptance by the City.

8.65 **Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: [PWAcctsPayable@sandiego.gov](mailto:PWAcctsPayable@sandiego.gov)

3. The remaining portions of the Agency Agreement shall remain in full force and effect.



**EXHIBIT 3: PIERCE MANUFACTURING INC. PRICING**



## SOURCEWELL CONTRACT #022818 - PIERCE MANUFACTURING INC. : PRODUCT & PRICE LISTING

Base specification pricing is as shown below while any customization receives additional discounting.  
Option pricing is 5.5% off List as noted in our RFP response. Pricing Effective 2-1-19

### AERIAL PRODUCT

| ID# | Product | Chassis  | Engine  | Engine Hp | Water Tank (GAL) | Pumps | Pump House        | Axle   | Ladder Length | Ladder Material | Published Description   | Published Contract Pricing |
|-----|---------|----------|---------|-----------|------------------|-------|-------------------|--------|---------------|-----------------|---|----------------------------|
| 352 | Aerial  | ARROW    | Detroit | 505       | NA               | NPNT  | NA                | Tandem | 100'          | Aluminum        | Aerial, Platform 100' RMAP, No Pump, Alum Body                  | \$1,157,477.00             |
| 346 | Aerial  | ARROW    | Cummins | 450       | 300              | 1500  | Side Control, 45" | Tandem | 100'          | Aluminum        | Aerial, HD Ladder 100' HAL, Alum Body                           | \$1,022,251.00             |
| 351 | Aerial  | ARROW    | Detroit | 505       | 300              | 1500  | Side Control, 45" | Tandem | 100'          | Aluminum        | Aerial, Platform 100' RMAP, Alum Body                           | \$1,239,618.00             |
| 347 | Aerial  | ARROW    | Cummins | 450       | NA               | NPNT  | NA                | Tandem | 100'          | Aluminum        | Aerial, HD Ladder 100' HAL, No Pump, Alum Body                  | \$950,568.00               |
| 775 | Aerial  | ARROW    | Detroit | 505       | 300              | 1500  | Side Control, 40" | Tandem | 100'          | Aluminum        | Aerial, HD Ladder 100', Mid-Mount, Alum Body                    | \$1,112,897.00             |
| 778 | Aerial  | ARROW    | Detroit | 505       | NA               | NPNT  | NA                | Tandem | 100'          | Aluminum        | Aerial, Platform 100', Alum Body                                | \$1,166,288.00             |
| 360 | Aerial  | ARROW    | Detroit | 505       | NA               | NPNT  | NA                | Tandem | 100'          | Steel           | Aerial, Platform 100', PUC, Alum Body                           | \$1,196,465.00             |
| 774 | Aerial  | ENFORCER | Cummins | 450       | NA               | NPNT  | NA                | Tandem | 105'          | Aluminum        | Aerial, HD Ladder 105', Alum Body                               | \$912,440.00               |
| 343 | Aerial  | ARROW    | Detroit | 505       | NA               | NPNT  | NA                | Tandem | 105'          | Steel           | Aerial, HD Ladder 105', No Pump, Alum Body                      | \$896,503.00               |
| 359 | Aerial  | ARROW    | Detroit | 505       | 300              | 1500  | Not Required      | Tandem | 105'          | Steel           | 105' Heavy Duty Steel Ladder, PUC                               | \$1,008,310.00             |
| 780 | Aerial  | ARROW    | Detroit | 505       | NA               | NPNT  | NA                | Single | 107'          | Aluminum        | Aerial, Tiller, Alum Body                                       | \$1,137,435.00             |
| 771 | Aerial  | ENFORCER | Cummins | 450       | 500              | 1500  | Side Control, 52" | Single | 107'          | Aluminum        | Aerial, HD Ladder 107' ASL Single, Quint, Alum Body             | \$873,601.00               |
| 772 | Aerial  | ENFORCER | Cummins | 450       | 500              | 1500  | Side Control, 52" | Tandem | 107'          | Aluminum        | Aerial, HD Ladder 107' ASL Tandem, Alum Body                    | \$918,646.00               |
| 773 | Aerial  | ENFORCER | Cummins | 450       | 500              | 1500  | Side Control, 52" | Tandem | 110'          | Aluminum        | Aerial, Platform, 110' Ascendant, Tandem Axle, Alum Body        | \$966,165.00               |
| 362 | Aerial  | ARROW    | Detroit | 505       | 500              | 2000  | Side Control, 52" | Single | 110'          | Aluminum        | Aerial, Platform, 110' Ascendant, Single Axle, Quint, Alum Body | \$1,016,660.00             |
| 357 | Aerial  | ARROW    | Cummins | 450       | 500              | 1250  | Side Control, 45" | Single | 61-55'        | Aluminum        | Aerial, Sky-Boom 61'/55', Alum Body                             | \$711,710.00               |
| 769 | Aerial  | ENFORCER | Cummins | 450       | NA               | 1500  | Side Control, 52" | Single | 75'           | Aluminum        | Aerial, HD Ladder 75', Quint, Alum Body                         | \$800,453.00               |
| 770 | Aerial  | ENFORCER | Cummins | 450       | 300              | 1500  | Side Control, 52" | Tandem | 75'           | Aluminum        | Aerial, HD Ladder 75', Tandem/Quint, Alum Body                  | \$814,024.00               |
| 344 | Aerial  | ARROW    | Cummins | 450       | 300              | 1500  | Side Control, 45" | Single | 75'           | Steel           | Aerial, HD Ladder 75', Tandem/Quint, Alum Body                  | \$854,125.00               |
| 358 | Aerial  | ARROW    | Cummins | 450       | 500              | 1500  | Not Required      | Single | 75'           | Aluminum        | Aerial, HD Ladder, 75' HAL PUC, Quint, Alum Body                | \$864,508.00               |
| 776 | Aerial  | ARROW    | Detroit | 470       | 300              | 1500  | Side Control, 52" | Tandem | 85'           | Aluminum        | Aerial, Platform 85', Alum Body                                 | \$1,066,024.00             |
| 348 | Aerial  | ARROW    | Detroit | 505       | 300              | 1500  | Side Control, 45" | Tandem | 85'           | Steel           | Aerial, Platform 85', Alum Body                                 | \$1,067,865.00             |
| 349 | Aerial  | ARROW    | Detroit | 505       | NA               | NPNT  | NA                | Tandem | 85'           | Steel           | Aerial, Platform 85', No Pump, Alum Body                        | \$993,969.00               |





## SOURCEWELL CONTRACT #022818 - PIERCE MANUFACTURING INC. : PRODUCT & PRICE LISTING

Base specification pricing is as shown below while any customization receives additional discounting.  
Option pricing is 5.5% off List as noted in our RFP response. Pricing Effective 2-1-19

|     |        |       |         |     |     |      |                   |        |      |          |   |                |
|-----|--------|-------|---------|-----|-----|------|-------------------|--------|------|----------|---|----------------|
| 777 | Aerial | ARROW | Detroit | 505 | 300 | 1500 | Side Control, 40" | Tandem | 95'  | Aluminum | Aerial, Platform, 95', Mid-Mount, Alum Body   | \$1,227,434.00 |
| 364 | Aerial | ARROW | Detroit | 505 | 300 | 2000 | Pump House, 48"   | Single | 100' | Steel    | Aerial, Tiller, Alum Body                     | \$1,329,206.00 |
| 363 | Aerial | ARROW | Detroit | 505 | NA  | NTNP | NA                | Single | 100' | Steel    | Aerial, Tiller, Alum Body                     | \$1,269,192.00 |
| 289 | Aerial | ARROW | Detroit | 470 | 300 | 2000 | Side Control, 36" | Tandem | 100' | Steel    | Aerial, Ascendant 100' Aerial Tower           | \$1,245,943.00 |
| 290 | Aerial | ARROW | Detroit | 470 | NA  | NTNP | NA                | Tandem | 100' | Steel    | Aerial, Ascendant 100' Aerial Tower (No Pump) | \$1,185,646.00 |

### PUMPER PRODUCT

| ID# | Product | Chassis       | Engine   | Engine Hp | Water Tank | Pump | Pump Panel          | Axle   |  |  | Body                 | Published Contract Pricing |
|-----|---------|---------------|----------|-----------|------------|------|---------------------|--------|--|--|----------------------|----------------------------|
| 367 | Pumper  | IMPEL         | Cummins  | 400       | 750        | 1500 | PUC                 | Single |  |  | 189" PUC             | \$503,632.00               |
| 368 | Pumper  | FREIGHTLINER  | Cummins  | 360       | 750        | 1250 | Side Control, 45"   | Single |  |  | 152" 2nd Gen, Medium | \$227,347.00               |
| 370 | Pumper  | KENWORTH      | Paccar   | 330       | 750        | 1250 | Side Control, 45"   | Single |  |  | 152" 2nd Gen, Medium | \$233,566.00               |
| 371 | Pumper  | PETERBILT     | Paccar   | 350       | 750        | 1250 | Side Control, 45"   | Single |  |  | 152" 2nd Gen, Medium | \$243,596.00               |
| 372 | Pumper  | FREIGHTLINER  | Cummins  | 330       | 500        | 1000 | Side Control, 32.5" | Single |  |  | Wildland             | \$361,568.00               |
| 393 | Pumper  | SABER         | Cummins  | 380       | 1800       | 1250 | Side Control, 45"   | Single |  |  | 184" Pumper/Tanker   | \$409,438.00               |
| 785 | Pumper  | INTERNATIONAL | Navistar | 330       | 750        | 1250 | Responder           | Single |  |  | Responder            | \$235,366.00               |
| 789 | Pumper  | ENFORCER      | Cummins  | 400       | 750        | 1250 | Side Control, 48"   | Single |  |  | 152" 2nd Gen, Medium | \$440,025.00               |
| 222 | Pumper  | FORD          | Ford     | 330       | 1000       | 1500 | Side Control, 45"   | Single |  |  | 152" 2nd Gen, Medium | \$418,462.00               |
| 788 | Pumper  | SABER         | Cummins  | 400       | 750        | 1250 | Side Control, 48"   | Single |  |  | 152" 2nd Gen, Medium | \$408,685.00               |

### RESCUE PRODUCT

| ID# | Product | Chassis       | Engine   | Engine Hp |  |  | Body Style  | Axle   | Length |  |  | Published Contract Pricing |
|-----|---------|---------------|----------|-----------|--|--|-------------|--------|--------|--|--|----------------------------|
| 791 | Rescue  | FORD          | Ford     | 330       |  |  | Non-Walk In | Single | 12'    |  |  | \$153,908.00               |
| 793 | Rescue  | INTERNATIONAL | Navistar | 315       |  |  | Non-Walk In | Single | 18'    |  |  | \$202,289.00               |
| 794 | Rescue  | KENWORTH      | Paccar   | 330       |  |  | Non-Walk In | Single | 18'    |  |  | \$203,730.00               |
| 801 | Rescue  | KENWORTH      | Paccar   | 330       |  |  | Walk In     | Single | 18.5'  |  |  | \$301,814.00               |
| 792 | Rescue  | FREIGHTLINER  | Cummins  | 360       |  |  | Non-Walk In | Single | 18'    |  |  | \$195,940.00               |
| 799 | Rescue  | FREIGHTLINER  | Cummins  | 360       |  |  | Walk In     | Single | 18.5'  |  |  | \$295,733.00               |
| 802 | Rescue  | PETERBILT     | Paccar   | 330       |  |  | Walk In     | Single | 18.5'  |  |  | \$309,162.00               |





## SOURCEWELL CONTRACT #022818 - PIERCE MANUFACTURING INC. : PRODUCT & PRICE LISTING

Base specification pricing is as shown below while any customization receives additional discounting.  
Option pricing is 5.5% off List as noted in our RFP response. Pricing Effective 2-1-19

|     |        |          |         |     |  |  |             |        |       |  |  |              |
|-----|--------|----------|---------|-----|--|--|-------------|--------|-------|--|--|--------------|
| 803 | Rescue | ENFORCER | Cummins | 400 |  |  | Walk In     | Single | 18.5' |  |  | \$482,273.00 |
| 796 | Rescue | SABER    | Cummins | 400 |  |  | Non-Walk In | Single | 18.5' |  |  | \$422,561.00 |
| 798 | Rescue | VELOCITY | Cummins | 400 |  |  | Non-Walk In | Tandem | 23.5' |  |  | \$540,469.00 |
| 804 | Rescue | VELOCITY | Cummins | 400 |  |  | Walk In     | Tandem | 22.5' |  |  | \$586,747.00 |

### TANKER PRODUCT

| ID# | Product | Chassis       | Engine   | Engine Hp | Water Tank | Pump | Pump Panel        | Axle   |  |  |  | Published Contract Pricing |
|-----|---------|---------------|----------|-----------|------------|------|-------------------|--------|--|--|--|----------------------------|
| 805 | Tanker  | FREIGHTLINER  | Cummins  | 300       | 2000       | 500  | Side Control, 45" | Single |  |  |  | \$281,054.00               |
| 811 | Tanker  | FREIGHTLINER  | Cummins  | 330       | 3000       | 500  | Side Control, 34" | Tandem |  |  |  | \$299,788.00               |
| 806 | Tanker  | INTERNATIONAL | Navistar | 315       | 2000       | 500  | Side Control, 34" | Single |  |  |  | \$260,398.00               |
| 812 | Tanker  | INTERNATIONAL | Navistar | 330       | 3000       | 500  | Side Control, 34" | Tandem |  |  |  | \$313,538.00               |
| 807 | Tanker  | KENWORTH      | Paccar   | 330       | 2000       | 500  | Side Control, 34" | Single |  |  |  | \$259,432.00               |
| 813 | Tanker  | KENWORTH      | Paccar   | 330       | 3000       | 500  | Side Control, 34" | Tandem |  |  |  | \$306,544.00               |
| 808 | Tanker  | PETERBILT     | Paccar   | 350       | 2000       | 500  | Side Control, 34" | Single |  |  |  | \$290,537.00               |
| 814 | Tanker  | PETERBILT     | Paccar   | 330       | 3000       | 500  | Side Control, 34" | Tandem |  |  |  | \$306,544.00               |
| 816 | Tanker  | ENFORCER      | Cummins  | 450       | 3000       | 1000 | Side Control, 45" | Tandem |  |  |  | \$528,514.00               |
| 810 | Tanker  | ENFORCER      | Cummins  | 400       | 1800       | 1000 | Side Control, 45" | Tandem |  |  |  | \$470,825.00               |
| 815 | Tanker  | SABER         | Cummins  | 400       | 2000       | 1000 | Side Control, 45" | Single |  |  |  | \$493,193.00               |
| 809 | Tanker  | SABER         | Cummins  | 400       | 2000       | 1000 | Side Control, 45" | Single |  |  |  | \$457,512.00               |

### SPECIALTY PRODUCTS

| ID# | Product   | Chassis      | Engine  | Engine Hp | Water Tank | Pump | Pump Panel         | Axle   |  |  | Body   | Published Contract Pricing |
|-----|-----------|--------------|---------|-----------|------------|------|--------------------|--------|--|--|--|----------------------------|
| 781 | Specialty | FORD         | Ford    | 330       | None       | None |                    | Single |  |  | Ford, F450 Super Duty w/ Aluminum cab, 4x4 Utility Truck | \$134,969.00               |
| 782 | Specialty | FORD         | Ford    | 330       | 200        | 750  |                    | Single |  |  | Ford, F550 Super Duty w/ Aluminum cab, 4x4 Mini Pumper   | \$220,789.00               |
| 783 | Specialty | FREIGHTLINER | Cummins | 360       | 500        | 500  | Side Control 26.5" | Single |  |  | Freightliner, Wildland Type III                          | \$291,980.00               |

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of Attachment A.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Fire fighting apparatus with related equipment, accessories and supplies

**B. BIDDER/PROPOSER INFORMATION:**

South Coast Fire Equipment, Inc.

|                            |                |                |       |
|----------------------------|----------------|----------------|-------|
| Legal Name                 | Ontario        | DBA            |       |
| 2020 S. Baker Ave.         |                | CA             | 91761 |
| Street Address             | City           | State          | Zip   |
| Kevin M. Newell, President | (909) 673-9900 | (909) 673-9700 |       |
| Contact Person, Title      | Phone          | Fax            |       |

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.



\*\* Directly or Indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

|                             |  |
|-----------------------------|--|
| Kevin M. Newell             | President                                    |
| Name                        | Title/Position                               |
| Laguna Niguel, CA           |  |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| 100%                        |  |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

|                             |  |
|-----------------------------|--|
| Name                        | Title/Position                               |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction |  |

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?  
☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
☐ Yes ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date Incorporated: 02/24/1996 State of Incorporation: California

List corporation's current officers: President: Kevin M. Newell  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Type of corporation: C ☐ Subchapter S ☒

Is the corporation authorized to do business in California: ☒ Yes ☐ No

If **Yes**, after what date: 02/24/1996

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If Yes, how and where is the stock traded? \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☒ No

If Yes, please use Attachment A to disclose.

| Please list the following:          | Authorized | Issued | Outstanding |
|-------------------------------------|------------|--------|-------------|
| a. Number of voting shares:         | _____      | _____  | _____       |
| b. Number of nonvoting shares:      | _____      | _____  | _____       |
| c. Number of shareholders:          |            |        | _____       |
| d. Value per share of common stock: |            | Par    | \$ _____    |
|                                     |            | Book   | \$ _____    |
|                                     |            | Market | \$ _____    |

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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---

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ Yes ☒ No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Union Bank of California

Point of Contact: Yvette Rosas

Address: yvette.rosas@uboc.com

Phone Number: (949) 981-3476

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: \_\_\_\_\_ Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Los Angeles

Contact Name and Phone Number: Wade White  
Contact Email: wade.white@lacity.org  
Address: \_\_\_\_\_  
Contract Date: September 19, 2019  
Contract Amount: \$ 4,716,005.13  
Requirements of Contract: 6 Fire Engines

Company Name: City of San Diego  
Contact Name and Phone Number: James Gabroury  
Contact Email: jgabroury@sanidiego.gov  
Address: \_\_\_\_\_  
Contract Date: May 8, 2019  
Contract Amount: \$ 3,262,983.43  
Requirements of Contract: 4 Type 1 Engines

Company Name: City of Anaheim  
Contact Name and Phone Number: Mike Malloy  
Contact Email: mmalloy@anaheim.net  
Address: \_\_\_\_\_  
Contract Date: October 2, 2019  
Contract Amount: \$ 2,155,648.25  
Requirements of Contract: 1 Fire Engine / 1 Ladder Truck

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☒ No

If **Yes**, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☐ Yes ☒ No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_

b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_

c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

#### J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐ Yes ☒ No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.



**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*
- ☒ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Kevin M. Newell, President

Name and Title



Signature

11/22/19

Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

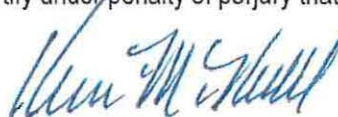
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

Not Applicable

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Kevin M Newell, President

Print Name, Title



Signature

11/22/19

Date

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: South Coast Fire Equipment, Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 2020 S. Baker Ave.

City: Ontario County: San Bernardino State: California Zip: 91761

Telephone Number: (909)673-9900 Fax Number: (909)673-9700

Name of Company CEO: Kevin M. Newell

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

☐ One San Diego County (or Most Local County) Work Force – Mandatory

☐ Branch Work Force \*

☐ Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of South Coast Fire Equipment, Inc.

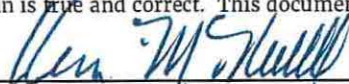
(Firm Name)

San Bernardino, California hereby certify that information provided

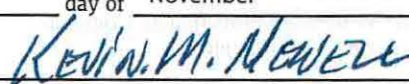
(County)

(State)

herein is true and correct. This document was executed on this 22nd day of November, 2019



(Authorized Signature)



(Print Authorized Signature Name)



**WORK FORCE REPORT – Page 2**

NAME OF FIRM: South Coast Fire Equipment, Inc.

DATE: 11/22/19

OFFICE(S) or BRANCH(ES): Ontario

COUNTY: San Bernardino

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

| ADMINISTRATION<br>OCCUPATIONAL CATEGORY | (1)<br>Black or<br>African<br>American |     | (2)<br>Hispanic or<br>Latino |     | (3)<br>Asian |     | (4)<br>American<br>Indian/ Nat.<br>Alaskan |     | (5)<br>Pacific<br>Islander |     | (6)<br>White |     | (7)<br>Other Race/<br>Ethnicity |     |
|---|--|-----|------------------------------|-----|--------------|-----|--|-----|----------------------------|-----|--------------|-----|---------------------------------|-----|
|   | (M)                                    | (F) | (M)                          | (F) | (M)          | (F) | (M)  | (F) | (M)                        | (F) | (M)          | (F) | (M)                             | (F) |
| Management & Financial                  |  |     |                              |     |              |     |  |     |                            |     | 1            |     |                                 |     |
| Professional                            |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| A&E, Science, Computer                  |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Technical                               |  |     |                              |     |              |     |  |     |                            |     | 1            |     |                                 |     |
| Sales                                   |  |     |                              |     | 1            |     |  |     |                            |     | 3            |     |                                 |     |
| Administrative Support                  |  |     |                              |     |              |     |  |     |                            |     |              | 2   |                                 |     |
| Services                                |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Crafts                                  |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Operative Workers                       |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Transportation                          |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |
| Laborers*                               |  |     |                              |     |              |     |  |     |                            |     |              |     |                                 |     |

\*Construction laborers and other field employees are not to be included on this page

|                    |  |  |  |  |   |  |  |  |  |  |   |   |  |  |
|--------------------|--|--|--|--|---|--|--|--|--|--|---|---|--|--|
| Totals Each Column |  |  |  |  | 1 |  |  |  |  |  | 5 | 2 |  |  |
|--------------------|--|--|--|--|---|--|--|--|--|--|---|---|--|--|

Grand Total All Employees

8

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Non-Profit Organizations Only:

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volunteers         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Artists            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**WORK FORCE REPORT - Page 3**

 NAME OF FIRM: South Coast Fire Equipment, Inc.

 DATE: 11/22/19

 OFFICE(S) or BRANCH(ES): Ontario

 COUNTY: San Bernardino

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

| TRADE<br>OCCUPATIONAL CATEGORY                | (1)<br>Black or<br>African<br>American |     | (2)<br>Hispanic<br>or Latino |     | (3)<br>Asian |     | (4)<br>American<br>Indian/<br>Nat.<br>Alaskan |     | (5)<br>Pacific<br>Islander |     | (6)<br>White |     | (7)<br>Other Race/<br>Ethnicity |     |
|---|--|-----|------------------------------|-----|--------------|-----|---|-----|----------------------------|-----|--------------|-----|---------------------------------|-----|
|   | (M)                                    | (F) | (M)                          | (F) | (M)          | (F) | (M)   | (F) | (M)                        | (F) | (M)          | (F) | (M)                             | (F) |
| Brick, Block or Stone Masons                  |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Carpenters                                    |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Carpet, Floor & Tile Installers<br>Finishers  |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Cement Masons, Concrete Finishers             |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Construction Laborers                         |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Drywall Installers, Ceiling Tile Inst         |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Electricians                                  |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Elevator Installers                           |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| First-Line Supervisors/Managers               |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Glaziers                                      |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Helpers; Construction Trade                   |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Millwrights                                   |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Misc. Const. Equipment Operators              |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Painters, Const. & Maintenance                |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Pipelayers, Plumbers, Pipe & Steam<br>Fitters |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Plasterers & Stucco Masons                    |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Roofers                                       |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Security Guards & Surveillance<br>Officers    |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Sheet Metal Workers                           |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Structural Metal Fabricators &<br>Fitters     |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Welding, Soldering & Brazing<br>Workers       |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |
| Workers, Extractive Crafts, Miners            |  |     |                              |     |              |     |   |     |                            |     |              |     |                                 |     |

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Totals Each Column |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

|                                  |   |
|----------------------------------|---|
| <b>Grand Total All Employees</b> | 0 |
|----------------------------------|---|

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|



## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1,3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

<sup>1</sup> One San Diego County (or Most Local County)

Work Force – Mandatory in most cases

<sup>2</sup> Branch Work Force \*

<sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

---

## **Exhibit A: Work Force Report Job Categories – Administration**

Refer to this table when completing your firm's Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public  
Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### **Professional**

Art and Design Workers  
Counselors, Social Workers, and Other Community  
and Social Service Specialists  
Entertainers and Performers, Sports and Related  
Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School  
Teachers  
Religious Workers  
Social Scientists and Related Workers

### **Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### **Technical**

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### **Sales**

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and  
Manufacturing  
Supervisors, Sales Workers

### **Administrative Support**

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching,  
and Distributing Workers  
Other Education, Training, and Library  
Occupations  
Other Office and Administrative Support  
Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support  
Workers

### **Services**

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related  
Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective  
Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants  
and Aides  
Other Food Preparation and Serving Related  
Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving  
Workers  
Supervisors, Personal Care and Service  
Workers  
Transportation, Tourism, and Lodging  
Attendants

### **Crafts**

Construction Trades Workers  
Electrical and Electronic Equipment  
Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair  
Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and  
Repair Workers  
Supervisors, Construction and Extraction  
Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**  
Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

16

RESOLUTION NUMBER R- 312950DATE OF FINAL PASSAGE APR 23, 2020

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING A CONTRACT TO PURCHASE  
PIERCE HEAVY DUTY FIREFIGHTING APPARATUS,  
PARTS, AND EQUIPMENT FROM SOUTH COAST FIRE  
EQUIPMENT INC.

WHEREAS, Pierce Manufacturing Inc. was awarded a contract after a request for proposals for the procurement of Firefighting Apparatus, with Related Equipment, Accessories and Supplies, by a public agency.

WHEREAS, the City of San Diego wishes to enter into a contract with South Coast Fire Equipment, Inc., Pierce Manufacturing Inc.'s authorized dealership, for the purchase of new and replacement firefighting apparatus, parts, and equipment to support the activities of the San Diego Fire-Rescue Department; and

WHEREAS, the Fleet Operations Department and San Diego Fire Rescue Department have identified 38 vehicles that need to be replaced over the next four years for an estimated contract value of \$58.5 million, and Pierce Manufacturing Inc. has a range of products that best suit the San Diego Fire Rescue Department's needs as the City continues to standardize its fleet of firefighting vehicles; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor, or his designee, is authorized to enter into a contract with South Coast Fire Equipment, Incorporated, in an amount not to exceed \$58.5 million through Fiscal Year 2023 for the purchase of new and replacement vehicles necessary to support the San Diego Fire-Rescue Department.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$58.5 million over the life of the contract, in the Fleet Operations

Vehicle Replacement Funds (720002-720037, 720058 and 720059), contingent upon the approval of the annual Appropriation Ordinance, the approval of the corresponding Fiscal Year adopted budget, and the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

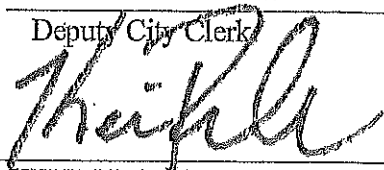
APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Eric C. Pooch  
Eric S. Pooch  
Deputy City Attorney

ESP:sc  
01/31/2020  
Or.Dept: Fleet Operations  
CC No.: N/A  
Doc. No.: 2305825

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of April 21, 2020.

ELIZABETH S. MALAND  
City Clerk

By /s/ Matthew R. Hilario  
Deputy City Clerk  
  
KEVIN L. FAULCONER, Mayor

Approved: 4/22/2020  
(date)

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on APR 21 2020, by the following vote:

| Councilmembers    | Yeas                                | Nays                     | Not Present              | Recused                  |
|-------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Barbara Bry       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Jennifer Campbell | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Ward        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Monica Montgomery | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mark Kersey       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Chris Cate        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott Sherman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Vivian Moreno     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Georgette Gómez   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Date of final passage APR 23 2020.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy  
for Matthew Hilario

Office of the City Clerk, San Diego, California

Resolution Number R- 312950

Passed by the Council of The City of San Diego on April 21, 2020, by the following vote:

YEAS: BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN,  
MORENO, GÓMEZ.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

**KEVIN L. FAULCONER**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Stacy D. Ready, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of  
RESOLUTION NO. R-312950 approved on April 21, 2020. The date of final passage  
is April 23, 2020.

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By: Stacy D. Ready, Deputy





THE CITY OF SAN DIEGO

## MEMORANDUM

DATE: November 1, 2019

TO: Honorable Council President Myrtle Cole and City Council Members

FROM: Sabrina Custer, Docket Coordinator

SUBJECT: Ownership Information

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The following information is being provided regarding ownership of companies doing business with the City of San Diego in the form of contracts, leases, or agreements. These items are on the Council docket of October

| Item No. | Subject   | Name of Firm  | Ownership Information           |
|----------|---|---|---------------------------------|
| 1        | Sourcewell 022818-PMI, Firefighting Apparatus, with Related Equipment, Accessories and Supplies, in support of Fleet Operations | South Coast Fire Equipment Inc. - Pierce Manufacturing Inc. Authorized Dealer | Kevin M. Newell, President 100% |
|          |   |   |                                 |
|          |   |   |                                 |
|          |   |   |                                 |